

The next negotiating sessions occurred on August 1 and 2, 1979 although the SEA requested more frequent and earlier meetings. At the August 1 session, the college made several counterproposals but no wage proposals. The SEA representative requested wage counterproposals at that meeting. Evidence indicated that at the August 2, 1979 meeting many contract sections were agreed upon. The next negotiating session was held on August 7, 1979 at which time the impending termination of the contract (August 31, 1979) was discussed and proposals made concerning extension of the contract, a suggestion which was rejected by the college. The college made salary counterproposals at this meeting which were alleged by the SEA to be meaningless since they resulted in a pay reduction for some employees. No further agreements were reached on that date.

The parties scheduled a negotiating session with a mediator for August 24 which was cancelled by the American Arbitration Association. Notwithstanding that cancellation, evidence indicated that the SEA representative discussed the possibility of meeting with the college representative without the aid of the mediator and understood that such a meeting was possible, only to learn later that no such meeting had been scheduled.

The next meeting of the parties was on August 31 which was to include a mediator. This session was conducted by the mediator who separated the parties into two groups and spent a great deal of time seeking to have them reach agreement. KSC made a wage counterproposal at this meeting which the SEA still felt was inadequate, being lower than the amount of wage increase ordered by this Board in Decision No. 79023 concerning wages to be paid operating staff employees through August 31. The SEA countered this with a new proposal concerning wages and changes of benefits. During the evening, KSC offered a counterproposal which included a 7% raise (continuation of the raise ordered by the Board and applicable to other, non-union employees) and including the provisions of the University Staff Handbook. This meant that the previously agreed upon items were negated by the college proposal. The SEA, thinking this to be an unacceptable proposal and a "non-union contract," and understanding that it was the final offer of the college, protested the offer, and procedure, and broke off negotiations.

The evidence indicated that the KSC negotiators were prepared to continue to negotiate. Following the impasse on August 31, the SEA requested a factfinder be appointed and that procedure is presently pending, the factfinder scheduled to meet with the parties in November, 1979.

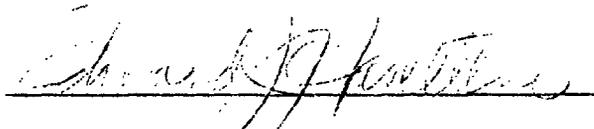
The SEA alleges that the continuous delay (only 5 sessions being held throughout the negotiations) and the events of August 31 clearly indicate a refusal to bargain in good faith on the part of management. Management responds that the parties in fact met, conferred, made offers and counteroffers, and that summer schedules and practical problems led to delay. Further, management contends that the offer of August 31 was a reasonable one in that it gave a wage increase to the employees and was only intended to be a temporary contract, reopenable in May, 1980. Management adds that although the staff handbook terms are not the same terms which the parties agreed upon, they offer a framework in which the parties could continue to operate and that they, coupled with the requirements of law and certification of the union under RSA 273-A, constitute a working labor relations structure. Indeed, given the fact that certain employees in the bargaining unit had petitioned for a decertification election, management contends that its offer to the union was an opportunity for the union to continue its representation without such an election under a contract bar to such an election and constituted a reasonable response.

The Board has noted in various decisions concerning Keene State College that negotiations both in pace and substance have been slower than the Board would desire. Nevertheless, under the provisions of RSA 273-A:3, no party is required to reach agreement or agree on any items. Therefore, the question before the Board is whether the parties in this case met and engaged in good faith negotiations which is the requirement of statute. The Board is unable to conclude that the pace of negotiations and offers by KSC constitute conduct sufficient to establish an unfair labor practice. The parties exchanged information, analyzed information, agreed on portions of the contract, made wage offers and counteroffers, and otherwise met and discussed the terms of the contract. The Board cannot find from this pattern or actual conduct clear enough evidence to find an unfair labor practice. Although the Board would hope that parties could reach agreement through negotiations, it is without power to force such agreement and there is insufficient evidence in this case to establish a violation of RSA 273-A:5 as alleged.

ORDER

The Board issues the following order:

Having found that the evidence is insufficient to establish a violation of RSA 273-A as alleged by the SEA, the Board denies the relief requested.



EDWARD J. HASELTINE, CHAIRMAN
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 13th day of November, 1979

Chairman Edward Haseltine presiding. Members Cummings and Moriarty present and voting. All concurred. Director Evelyn LeBrun and Board Counsel Brad Cook also present.